

DECEMBER '93

Michael McCloskey, Chairman
Sierra Club
408 C Street, N.E.
Washington, DC 20002

Dear Mike:

Thanks for your December 7 note, commenting on our booklet and reminding us of some policies which "ordinarily" pertain to acquisition of properties within parks.

Your comments caused us to review part of our booklet, to conclude that we should be more explicit and to give more emphasis to a point of major importance to us. We plan to elevate it as we approach the Congress and others.

To that point and its importance to cabinowners and to the administration of public policy in all parks, the following facts deserve consideration by those who would influence or decide our fate:

The "eviction clause" of the '78 Act applies to *some*, but not all, of the cabins which were brought into the Park that year. Ninety-five cabins, similar in history, construction and location, were brought into the park by the 1978 Act. Although there is explicit language in that Act which will evict sixty-seven *permittees* over the next seventy years, the language which pertains to the remaining twenty-eight cabins, which are privately held as *inholdings*, gives the Secretary an *option* to acquire ("The Secretary *may* acquire," etc.)

The situation in Mineral King is unique in all of the Park system, Mike, inas much as the Park Service has found the *inholdings* to be "compatible use" and is allowing indefinite occupancy by those inholders, with no plan or discussion of termination, lifetime or double-lifetime occupancy, etc.

In truth, we fully support the Park's contention that those inholding cabins are compatible to Park goals, but as you point out in your letter, this is not the "ordinary" Park Service response. The Service seems to recognize that Mineral King is not an "ordinary" situation among National Parks.

At no time since the 1978 Act has the Park ever sought funds to acquire any of the twenty-eight cabins.

Instead, the Park Service has treated the inholders selectively, given them great protection, and awarded those owners "compatible use status." The Sequoia Park Land Protection Plan of February '84, updated in '91, contains this language:

"Compatible use and activities on private lands within the Mineral King area of Sequoia Park that are compatible with preserving park values are as follows...

.....b. *Continued occupancy of existing residences on private lands and operation of existing commercial facilities within the established character of the area...."*

Even as we permittees are being evicted, our cabinowners friends and neighbors who own their own land are improving their cabins and settling in for an indefinite stay, and real estate lots are currently being offered for sale and development, on which additional cabins will be built. Those activities are protected as "compatible" in the Land Protection Plan.

We mean to raise these questions: Can the Park Service (or the Congress) demonstrate conclusively

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that inholders are compatible users, but permittees are *not* ? Can this selectively-applied and unusual public policy contradiction be understood? Allowed to stand?

In our present effort, permittees are seeking legislative remedy for the eviction clause, based partly on the contention that *we are as compatible as the inholders*. Since 1978 the Park Service has offered, and *renewed*, permits to permittee cabinowners, with language in the permits which indicates that renewal is based on compatible use. As we pointed out in the booklet, we believe we are as compatible as any present users, if not *more* compatible than some campers and hikers and other users. Whereas the Park Service could have declared that permittee cabins are incompatible, ever since the 1978 Act, and could have denied special use permits on that basis, it has never done so.

We question, seriously, public policy which is applied selectively and believe that we're injured unfairly by the eviction clause.

In the face of these contradictory policies, how IS "compatible use," to be defined?

Since the Park Service has taken the official position that *certain* of the cabins are compatible, doesn't the Service need to prove that the rest of us are *incompatible*? Where are the standards by which those determinations should be made?

As you can see, we're grateful to you for your comments because they made us aware that one of our basic messages needed to be amplified.

Holiday greetings to you and yours. Our phone in Eugene (still) is 343-7888. If you're in the neighborhood to see your Mom, be sure to call, or stop by.

Cordially,

Ruth Shepherd
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December 16, 1993